YEMEN - TECHNICAL ASSISTANCE AGREEMENT

(9)

AGREEMENT FOR A COOPERATIVE HIGHWAY SURVEY PROJECT
BETWEEN
THE GOVERNMENT OF THE KINGDOM OF YEMEN
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Kingdom of Yemen and the Government of the United States of America have agreed as follows:

ARTICLE I
GENERAL CONDITIONS

Pursuant to the General Agreement for Technical Cooperation signed on behalf of the two Governments at_____on_____, a cooperative highway survey project, subject to the terms and conditions of the said General Agreement, shall be initiated in Yemen. The obligations assumed herein by the Government of Yemen will be performed by it through its Ministry of_____, represented by the Minister of _____(hereinafter referred to as the "Minister"). The obligations assumed herein by the Government of the United States will be performed by it through the United States Operations Mission to _____, an agency of the Government of the United States, represented in Yemen by the Director of the United States Operations Mission to_____ (hereinafter referred to as the "Director"). Any right, privilege, power or duty conferred by this Agreement upon either the Minister or the Director may be delegated by either of them to any of his respective assistants, provided that each such delegation shall be acceptable to the other. Such delegation shall not limit the right of the Minister and the Director to refer any matter directly to one another for discussion or decision.

ARTICLE II
PURPOSE OF PROJECT

The purpose of this cooperative project is to facilitate the economic development of Yemen through the preparation of a survey and/or surveys of proposed highways between the following points in Yemen; or between such points as may be mutually agreed upon:

The survey and/or surveys shall be of the character and completeness required to permit the Government of Yemen to commence construction themselves on said highways, or to ask for the submission of bids for such construction work. The highways to be surveyed shall be between the places set forth above, and/or between such other places as the Government of Yemen may designate by preference. The survey and/or surveys shall be prepared under the supervision of the Director, with the concurrence of the Minister, and upon completion of said survey and/or surveys a report thereof shall be delivered to the Minister by the Director.

ARTICLE III
CONTRIBUTIONS

The two Governments shall make the following contributions to this cooperative highway survey project:

1. The Government of the United States, through a private contractor acceptable to the Government of Yemen, and such subcontractors as it may employ (hereinafter referred to as the "Contractor"), shall furnish technicians and technical equipment required for the making of said survey and/or surveys, and shall pay the costs thereof in an amount not to exceed

_____Dollars, and, in addition, shall pay such other expenses of an administrative nature as it may incur in connection with this project.

2. The Government of Yemen shall make available an amount not to exceed _____Yemen Francis (which is the Francis equivalent of approximately_____Dollars), in such manner and in such installments as the Director and/or Contractor may request to cover the costs of food for the Contractor's technicians, petroleum, fuel and lubricants, wages of Yemen personnel, and certain other expenses as it may incur in connection with this project.

3. In addition, the Government of Yemen shall furnish adequate and suitable housing in_____for the principal Contractor's Project Manager and his family and/for _____technicians in_____as required; access to laundry facilities for Contractor's personnel in_____; also access to shop facilities for the repair of Contractor's equipment; suitable office space in_____; aircraft and crews as required for preliminary air reconnaissance of proposed highway routes; access to and prints of any existing available aerial photographs of the proposed highway routes, or any other available information in connection therewith, and police protection for the Contractor's personnel and equipment when and if required in any area of Yemen.

4. The Government of Yemen further agrees to hold the Contractor harmless from civil suits brought against the Contractor by third parties for injury or property damage arising out of the carrying out of this project in Yemen; to grant to the Contractor's personnel and accompanying members

of their families, engaged in this project, the exemptions from taxes and duties provided in paragraph 2 of the General Agreement for Technical Assistance dated_____; to grant with respect to any funds, materials and equipment introduced into Yemen by the Contractor for use on this project, exemption from taxes, service charges, investment or deposit requirements, and currency controls.

ARTICLE IV
EFFECTIVE DATE AND TERMINATION

This Cooperative Highway Survey Project Agreement shall become effective on the date of signing, and shall remain in force for a period of_____, or until three months after either Government shall have given notice in writing to the other to terminate it, whichever is earlier.

This Agreement is prepared in triplicate in the English and Yemenite languages and signed at_____on this ____day of_____, 1954.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

_____
Director,
United States Operations Mission
To

FOR THE GOVERNMENT OF THE
KINGDOM OF YEMEN

_____
Minister of

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

Taiz, May __, 1954.

My dear Sayed Abu-Taleb:

Pursuant to the exploratory conversations had during the past week between yourself and other officials of your Government with Mr. Harland J. Corson, a member of my staff representing the United States Foreign Operations Administration, relative to the bases on which American ("Point Four") Technical Assistance could be extended to your Government, I take pleasure in submitting to you herewith a draft of an agreement on the subject with respect to which I should welcome receiving your Government's views.

Should your Government wish to delegate you or another of its officials to sign this agreement, I am to inform you that Mr. Corson is authorized to sign it on behalf of my Government.

Very truly yours,

George Wadsworth

Enclosure:
Draft of Agreement, as stated.

El-Sayed Abdul-Rahman Abu-Taleb,
Minister-Designate of Yemen to the United States,
Taiz.

GENERAL AGREEMENT FOR TECHNICAL ASSISTANCE
Between
THE GOVERNMENT OF THE KINGDOM OF YEMEN
And
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Kingdom of Yemen and the Government of the United States of America, desirous of furthering the friendly relations happily existing between them and, in particular, of promoting the economic development of Yemen, have agreed as follows:

1) The Government of the United States will provide technical assistance designed to promote such economic development and the Government of Yemen will accept such assistance, in accordance with the following general stipulations:

a) The furnishing of such technical assistance shall be based on requests to be made by the Government of Yemen and approved by the Government of the United States.

b) The nature of such assistance shall be specified in separate written project agreements to be executed later by duly authorized representatives of the two Governments.

c) Each of such project agreements shall include, in addition to a definition of objectives, appropriate provisions relating to administrative procedures, to the disbursement of and accounting for funds, to the contribution of each party to the cost of the project and to any other matters deemed pertinent thereto.

d) Any funds, supplies and equipment introduced into the Kingdom of Yemen by the Government of the United States pursuant to such project agreements, shall be exempt from levies of any nature whatsoever such as taxes, duties and service charges.

e) Further to provide maximum benefits from such projects, duly designated representatives of the two Governments shall cooperate to assure that all supplies, equipment and services contracted for in Yemen in pursuance thereof be procured at reasonable prices and on reasonable terms.

f) The Government of Yemen shall assume the full cost of implementing this joint program except for the cost of such technical and other assistance as the Government of the United States may specifically agree to provide.

2) All employees of the Government of the United States assigned to duties in the Kingdom of Yemen in connection with the execution of this joint program and its subordinate projects, and accompanying members of their families, will be exempt from all Yemen taxes, including customs and import duties on personal and household effects and on equipment and supplies imported into the Kingdom of Yemen for their personal use during the periods of their respective sojourns therein.

Such importations may, however, be subjected at entry to such reasonable and considerate inspection by the competent Yemen authorities as will enable the latter to assure themselves that such importations do not include any articles the importation of which is prohibited by Yemen law.

3) If, during the life of this agreement, either Government should consider that there should be an amendment thereto, it will so notify the other Government in writing and the two Governments will thereupon consult with a view of agreeing on the amendment.

4) This agreement will enter into force on the day on which it is signed and will remain in force until three months after receipt by either Government of written notification by the other of intention to terminate it.

FOR THE GOVERNMENT OF THE KINGDOM OF YEMEN:

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harland J. Corson
Director, USA Operations Mission

Taiz, May ___, 1954.

MEMORANDUM FROM THE AMBASSADOR

TO: Mr. Corson — 716.

On July 4 Abu Talib called to discuss tentative plans for our Yemen trip — He said if it can be July 15-20 or, alternatively, the 1st week in August.

I asked if he had any further ideas re the draft agreement for Pt 4 I had shown him. He answered that he had; there should, he thought, be one simple draft project, if only to give the skeleton some flesh; and he was most interested in roads.

I'd like to talk this over with you and work out such a project, if only as an "exercise"; so please bring along some sample material.

W

MEMORANDUM TO THE AMBASSADOR

FROM:

Taiz, May —, 1954.

My dear Sayed Abu-Taleb:

Pursuant to the exploratory conversations had during the past week between yourself and other officials of your Government with Mr. Harland J. Corson, a member of my staff representing the United States Foreign Operations Administration, relative to the bases on which American ("Point Four") Technical Assistance could be extended to your Government, I take pleasure in submitting to you herewith a draft of an agreement on the subject with respect to which I should welcome receiving your Government's views.

Should your Government wish to delegate you or another of its officials to sign this agreement, I am to inform you that Mr. Corson is authorized to sign it on behalf of my Government.

Very truly yours,

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b) The nature of such assistance shall be specified in separate written project agreements to be executed later by duly authorized representatives of the two Governments.

c) Each of such project agreements shall include, in addition to a definition of objectives, [redacted] appropriate provisions relating to administrative procedures, to the disbursement of and accounting for funds, to the contribution of each party to the cost of the project, and to any other matters deemed pertinent thereto.

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Such importations ~~shall~~ may, however, be subject at entry to such reasonable and ~~courteous~~ considerate inspection by the competent Yemen authorities as will enable the latter to assure themselves that such importations do ~~and they shall~~ not include any articles the importation of which is prohibited by Yemen law.

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FOR THE GOVERNMENT OF THE KINGDOM OF YEMEN:

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harland J. Corson

Taiz, May — , 1954.

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

Taiz, May ___, 1954.

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FOR THE GOVERNMENT OF THE KINGDOM OF YEMEN:

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harland J. Corson
Director, USA Operations Mission

Taiz, May __, 1954.

USA OPERATIONS MISSION TO SAUDI ARABIA
American Embassy - Jidda

OFFICIAL - INFORMAL
CONFIDENTIAL

March 29, 1954

Mr. Paul F. Taggart
Chief, Iraq-Saudi Arabia-Lebanon-Syria Division
Near East, South Asia & Africa Operations
Foreign Operations Administration
Washington 25, D. C.

Dear Paul:

This will confirm our TOUSFO 343 of March 8 relative to the possibility of U.S. technical assistance being requested by the Kingdom of Yemen.

The Embassy here received cable No. 268 from the Department of State approving plans for my accompanying Ambassador Wadsworth to Yemen - when he presents his credentials - to discuss a TA agreement between USAOM/SA and the Kingdom of Yemen. We hope that provisions have been made by FOA/W to include in its FY-55 budget the amount of $200,000 for TA assistance to Yemen for technical assistance on roads and port construction. I shall appreciate your letting me know if such inclusion has been made.

Shortly after sending you TOUSFO 343, Ambassador Wadsworth received a cable from Sayed Abu-Taleb stating that the King had instructed him to represent Yemen at the forthcoming meeting in Cairo of the Arab League Council, which will last probably three or four weeks, and that due to this fact as well as the fact that Ramadan falls during the month of May, our visit to Yemen will have to be postponed until sometime in June next. I cabled you to this effect today.

In order to facilitate negotiations covering a technical assistance agreement for Yemen, Ambassador Wadsworth and I have prepared a draft of agreement and a draft of covering letter which we propose be presented to Sayed Abu-Taleb after having discussed the matter with him and other officials of the Yemen Government. I attach a copy of the proposed agreement and covering transmittal letter, and shall appreciate your letting me have FOA/W's comments thereon. For obvious reasons we have tried to make the agreement as plain and as simple as we possibly can so that there will be no misinterpretations of words or phrases. I hope that the enclosures hereto will meet with the approval of FOA/W and that I will shortly receive advice from you accordingly.

I might mention that Sayed Abu-Taleb on his way through here yesterday enroute to Cairo was shown informally the attached agreement and covering letter, and he stated that in his opinion the proposed agreement should be quite acceptable to his Government.

Sincerely yours,

Harland J. Corson, Director
USA Operations Mission to Saudi Arabia

Encl. -
Proposed TA Agreement,
as above HJCorson:o

TELEGRAM

Foreign Service of the United States of America

INCOMING

CONFIDENTIAL
Classification

Date: March 17, 1954
Control: 268
Recd: March 19, 1954

FROM: SECSTATE

We approve plans set forth Embtel 390, including those for Corson (TOUSFO 343). FOA concurs.

DULLES

DIST

Ambassador
Nelson-Action
FOA
File

Info: Hagerton
Taylor
Bode

CONFIDENTIAL
Classification

☆ U. S. GOVERNMENT PRINTING OFFICE: 1953 - 242207

TELEGRAM

Foreign Service of the United States of America

OUTGOING

CONFIDENTIAL

Classification

CHARGE:

Control: TOUSFO #343

TO: FOA/N

DATE: March 8, 1954

For Taggart.

Abu Talib, Charge d'affaires Yemen Legation in Washington, after brief discussion here with Ambassador and me re possibility his country requesting TA for FY-55 period, now says he proposes urge King invite me visit Yemen second week April when Ambassador presents his credentials, to discuss agreement. He stressed urgency assistance roads and port construction as prerequisite to undertaking national agricultural development program.

Have explained USAOM does not participate construction but merely provides technical assistance. Suggest $200,000 be included in FY-55 budget for Yemen for above purposes, in case agreement executed.

Ambassador agreeable my accompanying him on Yemen visit if King extends invitation. Suggest consultation State and await early telegraphic instructions.

CORSON

HJCorson:o

CONFIDENTIAL

Classification

☆ U. S. GOVERNMENT PRINTING OFFICE: 1952 - 220210

RETURN TO FILES

MEMORANDUM FROM THE AMBASSADOR
TO: WG — 3/29.

please type this letter and its enclosure in duplicate; give one copy to Mr. Corson urgently (together with the corrected original draft herewith) and send me the other; and ask him, after he has read it to come and see me explain the reasons for the changes all of which, you may say, are based on my talk last evening with Abu Talib. W.

MEMORANDUM TO THE AMBASSADOR
FROM: Wayne Gentry 3/29

As you instructed above, one copy of letter (with corrected original draft agreement) was given to Mr. Corson's Secretary at 9:15 a.m. this morning by me.

One copy of each is enclosed for you.